

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2022200

RE: AUTHORIZATION TO ACQUIRE A PERMANENT
EASEMENT FOR THE REHABILITATION OF
CULVERT N-46 IN THE TOWN OF NORTH EAST

Legislators METZGER, PULVER, GELLER, McHOUL, and HAUSER offer the following and move its adoption:

WHEREAS, the Department of Public Works ("DPW") has made a determination that in order to rehabilitate Culvert N-46 in the Town of North East, it is necessary to acquire a permanent easement on portion of real property ("Property"), located at 1278 Hunns Lake Road in the Town of North East, presently owned by Nancy Nesle, and

WHEREAS, the Property is approximately 348.48 square feet and described as Parcel Identification Number 133889-6969-00-496451-0000, as shown on the attached map.; and

WHEREAS, DPW has determined that this project: (1) constitutes a Type II Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQR"), (2) will not have a significant effect on the environment, and (3) therefore requires no further SEQR review, and

WHEREAS, the permanent easements is necessary to complete the rehabilitation project in connection with culvert N-46 in the Town of North East, and

WHEREAS, the property owner has indicated that she would like to donate the said permanent easement, and

WHEREAS, the proposed Grant of Permanent Easement, between the County and the property owner are annexed hereto, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to authorize the County Executive or his designee to execute the Grant of Permanent Easement as well as any other necessary documents to finalize the permanent easement, and now, therefore, be it

RESOLVED, that the County Executive or his designee is authorized to execute the Grant of Permanent Easement in substantially the same form as annexed hereto along with any other necessary documents in connection with the permanent easements.

CA-131-22
AMS/kvh/
G-0188
10/11/22
Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of November 2022, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of November 2022.



LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

HO289.5120.3009 - 2000 Bridges (ISTEA/TEA21)

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

RESOLUTION REQUEST TO ACQUIRE A PERMANENT EASEMENT BY WAY OF DONATION, FROM NANCY NESLE, IN CONNECTION WITH THE CULVERT N-46 REHABILITATION PROJECT, TOWN OF NORTH EAST

Prepared by: Matthew W. Davis



Prepared On: 9/28/22

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Culvert N-46 Improvement, Smithfield Valley Road (CR-83), Town of North East, Dutchess County, NY

Map: 1

Parcel: 1

This Agreement by and between NANCY NESLE, residing at, 100 Worth Avenue, Palm Beach, Florida 33480, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, NY 12601 hereinafter referred to as "Buyer".

PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey by way of donation:

☒ a *permanent easement* to 348.48+/- square feet of real property

Located at 1278 Hunns Lake Road, Town of North East, Dutchess County, New York, and is further described on Map 1, Parcel 1, attached hereto,

Being a portion of those same lands described in that certain deed in the Office of the County Clerk for Dutchess County (re: Grid # 133889-6969-00-496451-0000).

IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None

CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about October 15, 2022.

This Agreement may be subject to the approval of the Dutchess County Legislature.

BUYER'S POSSESSION OF THE PROPERTY. The Buyer shall provide full payment of the purchase price stated in paragraph 3 to the Seller prior to taking possession of the property rights. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

- A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

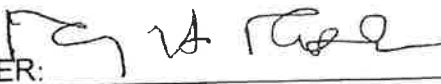
NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."


IN WITNESS WHEREOF, on this _____ day of _____, 2022, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

SELLER: 
Nancy Nesle

APPROVED AS TO CONTENT:


Department of Public Works

BUYER: _____
County of Dutchess

Print Name: _____

Title: _____



EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 1
PARCEL NO. 1
SHEET 1 OF 2

N-46 CULVERT REPLACEMENT

PIN 1234.56 OR DCH-201X-AB

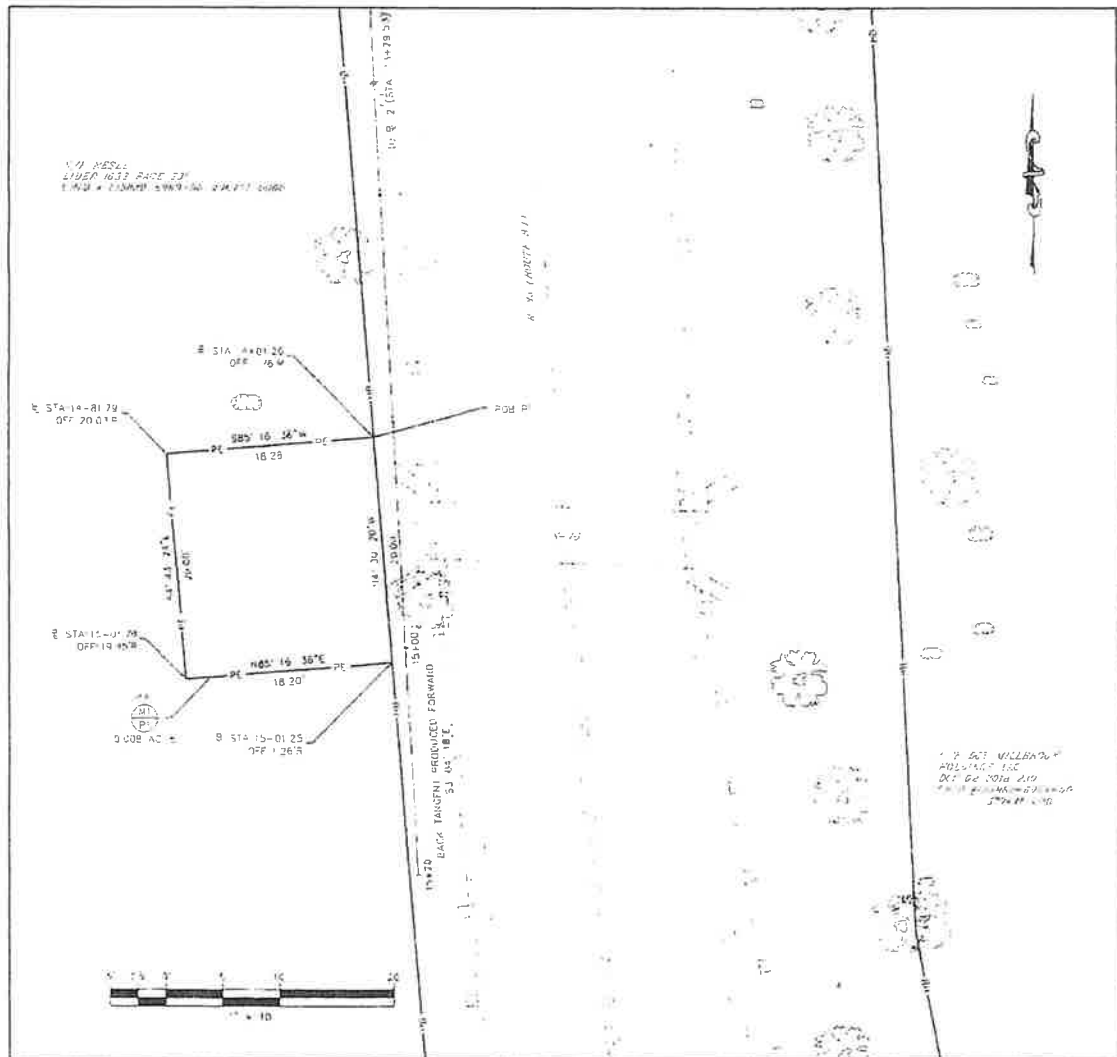
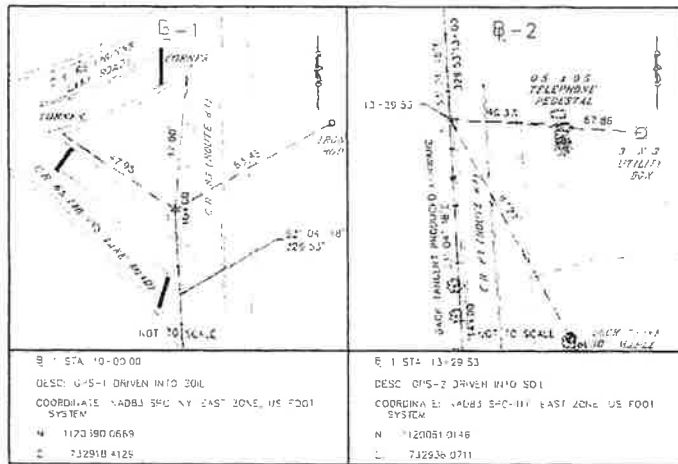
ACQUISITION DESCRIPTION:

Type: P.E.
Portion of Real Property Tax
Parcel ID No. 133853-6969-CC-196451-0000

Town of North East
County of Dutchess
State of New York

REPUTED OWNER:

Nancy Nesle
100 Worth Avenue
Palm Beach, FL 33480



ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 1
REVISED DATE 10-20-2010
DATE PREPARED 10-20-2010



EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 1
PARCE NO. 1
SHEET 2 OF 2

N-46 CULVERT REPLACEMENT

PIN 1234.56 OR DCH-201X-AB

EXHIBIT A

Metes and Bounds Description

A Permanent Easement, to be exercised for the purpose of installing and maintaining a culvert pipe, in, on and over all that tract or parcel of and situate in the Town of North East, County of Dutchess, State of New York, bounded and described as follows:

Beginning at a point on the westerly boundary line of County Route 83 (Route 83), said point being 176 feet distant Westerly measured at right angles from Station 14+81.26 of the hereinafter described Survey Baseline, thence through the lands of Nancy Nesle (Reputed Owner) South 85° 16' 36" West a distance of 8.28 feet to a point, said point being 20.03 feet distant Westerly measured at right angles from Station 14+81.26 of said baseline; thence through the lands of Nancy Nesle (Reputed Owner) South 4° 43' 24" East a distance of 20.00 feet to a point, said point being 9.45 feet distant Westerly measured at right angles from Station 15+01.78 of said baseline; thence through the lands of Nancy Nesle (Reputed Owner) North 85° 16' 36" East a distance of 8.20 feet to a point on the westerly boundary line of County Route 83 (Route 83), said point being 126 feet distant Westerly measured at right angles from Station 15+01.25 of said baseline, thence along the westerly boundary line of County Route 83 (Route 83) North 4° 50' 20" West a distance of 20.00 feet to the point of beginning. Said parcel being 0.008 of an acre more or less.

The above described parcel is a portion of the lands of Nancy Nesle as described in a deed filed in the Office of the County Clerk for Dutchess County, New York, as as Liber 1652, Page 231 with the address 1278 Hunns Lake Road and Parcel Grid Identification # 133889-7070-00-49645-0000.

The above referenced Survey Baseline was established for the the design and construction of the above referenced project and is described as follows: Beginning at Station 10+00.00 thence South 3° 04' 18" East to Station 13+29.53. All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date 25

Robert H. Balkina, P.E.
Commissioner of Public Works

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date 20

<FIRST> <MI> <LAST> Land Surveyor
P.E. license No. <12345>

<COMPANY NAME>
<ADDRESS>

MAP NUMBER
LICENSED DATE
DATE PREPARED 12-25-2022